

# CHESTERFIELD COUNTY

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[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp)

*Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.*

*Our mission is to support our customers in performing their mission by providing quality purchasing services.*



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SPECIFICATIONS AND INVITATION FOR BIDS

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**Purchasing Department  
9901 Lori Road  
P. O. Box 51  
Chesterfield, VA 23832-0051  
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents**, shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

**No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.**

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)**

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
10. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
11. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

12. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
13. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
14. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
  - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
  - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.

- d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
  - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
  - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
  - g. The resale value, life cycle costing and value analysis of a product.
  - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  - i. Timely delivery of goods or timely completion of services as stated by bidder.
  - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
  - k. Inventory capability as it relates to a particular bid.
  - l. Results of product testing.
23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
24. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
25. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
34. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
  - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
  - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
  - d. The County may award a bid to a single contractor or to multiple contractors.
  - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
  - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
  - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
  - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
  - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
  - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

**35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**36. ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

**37. SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.



CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0001  
(804) 748-1617

Bid Prepared By:

**Jo Carol Mayton, CPPB  
Senior Purchasing Officer**

Invitation To Bid Number:

**04-3147-9003**

June 23, 2004

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:00 p.m.** Local Time Prevailing **July 14, 2004**, and then publicly opened and read aloud to **furnish labor and materials necessary to complete renovations of Food Service Areas to include Equipment, Furniture, and Décor Items, according to bid specifications and drawings for various schools located within Chesterfield County.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #04-3147-9003 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at [www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY  
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES  
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

**(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)**

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract \_\_\_\_\_(T )

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: \_\_\_\_\_ Date:\_\_\_\_\_

Form Prepared By: \_\_\_\_\_  
(Type or Print)

DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the Owner prior to the receipt of bids.
2. **BID** - The proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the Owner, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the Owner or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the Owner, and in all respects satisfactory to the Owner's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the Owner, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the Owner and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the Owner.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the Owner's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Bid Form, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the Owner and the Contractor have agreed that the Owner will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.
13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.
14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the Owner and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.

16. **FINAL INSPECTION** - The inspection conducted by the Owner or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the Owner or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The Owner may perform the Final Inspection instead of, or together with, the Engineer.
17. **FINAL PAYMENT** - Payment by the Owner to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the Owner to carry out instructions given by the Owner and to inspect the Work performed and the materials supplied by the Contractor.
19. **OWNER** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or Owner after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** - Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Owner.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** - Shall mean any person, firm, or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the Owner and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any extensions of time granted to the Contractor by the Owner pursuant to the Contract Documents.
27. **THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

## **SPECIAL BID CONDITIONS**

### **SCOPE OF WORK**

Furnish labor and materials necessary to complete renovations of Food Service Areas to include Equipment, Furniture, and Décor Items, according to bid specifications and drawings for various schools located within Chesterfield County.

The bid consists of five (5) Proposals, one for each school location. The school locations are:

Carver Middle School  
3800 Cougar Trail  
Chester, VA 23831

Grange Hall Elementary  
19301 Hull Street Road  
Moseley, VA 23120

Chalkley Elementary School  
3301 Turner Road  
Chesterfield, VA 23832

Hening Elementary School  
5230 Chicora Drive  
Richmond, VA 23234

Chester Middle School  
3900 W. Hundred Road  
Chester, VA 23831

### **SITE VISIT - MANDATORY**

It shall be mandatory for firms submitting bids to visit the five (5) sites of the proposed work in order for their bid to be considered for award. The designated dates for site visits are: July 6, 2004 at 10:00 a.m. – 12:00 p.m. and July 7, 2004 at 10:00 a.m. – 12:00 p.m.

All interested bidders shall schedule visits on one of the above designated dates. Firms shall schedule the visit by contacting: Warren Grigg, Director of Food and Nutrition Services, Chesterfield County School Board at (804) 743-3719.

### **GUARANTEE**

All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the contractor at his expense.

### **BONDS**

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the Owner's Attorney will be required for the faithful performance of the contract. (A sample of the contract is included for review).

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material

Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the Owner may, at his option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

### **RESPONSIBILITY OF BIDDER**

The Bidder shall make a careful examination of the project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the Work. He shall carefully and thoroughly examine the Contract Documents before submitting a Bid.

LICENSES, PERMITS, AND FEES: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

Request for interpretation of plans and specifications should be addressed to Jo Carol Mayton, Senior Purchasing Officer, (804) 748-1834 to be given consideration and should be received at least five days prior to the date fixed for the opening of bids. Bidders are encouraged to submit questions in writing and fax them to (804) 717-6378. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the respective addresses or fax numbers furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The submission of a Bid shall constitute a warranty by the bidder that he has complied with the requirements of this paragraph. The bidder is bound by his bid and his bid reflects an affirmative representation that he has examined the project thoroughly.

### **DATE OF COMMENCEMENT AND COMPLETION**

The date of commencement shall be established in a written Notice To Proceed issued by the Owner.

### **ACCESS TO COUNTY PROPERTY**

Access to the school buildings shall be as follows: Contractors will be given access to the buildings to the extent required in order to meet the schedule for completion. The successful contractor shall plan and coordinate the work with Mr. Warren Grigg, Director of Food and Nutrition Services, Chesterfield County School Board, (804) 743-3719.

## **INSURANCE**

**A copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate of Insurance does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additionally insured.** Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the Owner, as additional insured.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the Owner, and the Insurance Company shall be responsible for notifying the Owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, Builder's Risk coverage for the full project value shall be paid for and provided by the Contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The County shall be named as an additional insured.

For projects with a construction cost of more than \$50,000, the Builder's Risk coverage will be provided by the County, however, the Contractor shall be responsible for the first \$10,000 of any claim. The County's Builder's Risk coverage is \$50,000 self insured retention.



## **INSTRUCTIONS REGARDING INSURANCE CERTIFICATES**

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements herein must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additionally insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed **"DESCRIPTION"** where the language may be inserted as follows:

**Chesterfield County and Chesterfield County School Board is additionally insured or that Chesterfield County and Chesterfield County School Board is additionally insured with respect to General Liability; and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than **30** days notice in writing shall be given to the County.

**NOTE:        The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."**

3. The Certificate Holder should be listed as:

Chesterfield County  
c/o Purchasing Department  
P. O. Box 51  
Chesterfield, VA 23832-0001  
IFB/RFP No. \_\_\_\_\_

4. Certificate of Insurance must have a signature.

## SUPPLEMENTARY GENERAL CONDITIONS

### 1. QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 2. SUBMITTALS

If requested, the Bidder shall submit the following information to the County within seven days of notification of selection for the award of a Contract for the Work:

- a. a designation of the Work to be performed by the Bidder with his own forces;
- b. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work;
- c. a list of names of the Subcontractors or other persons or entities proposed for the principal portions of the Work.

Prior to the award of the Contract, the County will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the Bidder may submit an acceptable substitute person or entity.

The Owner may, at his discretion, accept the substitution, or he may disqualify the Bidder. In the event of disqualification under this Sub-paragraph, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection under the provisions of Sub-paragraph (c) must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

### 3. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference to include representatives of the Owner, the Engineer (if applicable), and the Contractor shall be mandatory prior to start of construction unless waived by the Owner. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

### 4. SUPERVISION AND CONSTRUCTION PROCEDURES

The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

5. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the Work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in as good condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of "every" working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the Work, the Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials.

6. MATERIALS AND WORKMANSHIP

The Contract Documents describe the character and features of the materials and workmanship required to perform the Work. The Contract Documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The Owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the Owner may deem necessary to assure complete compliance with the requirements of the specifications. The Contractor shall offer full cooperation with personnel in the employ of the Owner in making these tests.

7. NO DEVIATION FROM CONTRACT DOCUMENTS BY THE CONTRACTOR

In performing the Work, the Contractor shall not deviate from the Contract Documents without the written consent of the Owner. If the Contractor does deviate from the Contract, he shall correct the error at his expense in a manner satisfactory to the Owner.

8. INTERPRETATION OF CONTRACT DOCUMENTS

In case of discrepancy between or among Contract Documents, the Owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents as construed by him and his decision shall be final.

The Contractor shall verify all figures on the Plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the Work.

9. OTHER PLANS AND WORKING DRAWINGS (SHOP DRAWINGS)

Such information as is necessary to give a comprehensive idea of the construction contemplated, are shown on the Plans. Contractor shall submit to the Owner for his approval such additional detailed shop or working drawings as may be required for the construction of

any part of the work. Pending the approval of such drawings, any work done or materials ordered shall be at the risk of the Contractor.

10. DISCREPANCIES

The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Owner shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

11. FINAL INSPECTION

At time of final inspection, the Contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The Owner or Engineer shall prepare a Punch List. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.

12. PAYMENT

If the Contractor performs, properly, all of the obligations of the Contract Documents, the Owner shall pay the Contractor for the performance of the Work in the manner and within the time specified in the Contract Documents.

13. MONTHLY ESTIMATES AND RETAINAGE

On the 20th day of each month, or at any other regular time agreed upon by the Owner and Contractor, the Contractor shall prepare and submit to the Owner a monthly estimate for Partial Payment. The monthly estimate shall cover items of work for which the Contractor is entitled to be paid since the last previous monthly estimate was submitted, including (1) the value of the Work done, (2) major items of equipment or materials delivered to the site of the project to be installed by the Contractor, as substantiated by submitted invoices and as approved by the inspector, and (3) materials incorporated into the Work.

The Owner shall pay to the Contractor all sums due under the monthly estimate less five percent (5%) retainage on or before the 15th day of the month following the submission of the monthly estimate, unless the Owner asserts a right to withhold some or all of the payment under the provisions of the Contract Documents.

The Contractor will be paid for materials delivered to and stored on the job site. Payment will be for actual cost of materials as evidenced by receipted invoices, less five percent (5%) retainage. The contractor shall make a separate accounting of these materials and shall submit an accounting of them, with four (4) copies, along with the monthly estimate for partial payment.

14. PARTIAL PAYMENT NO WAIVER OF RIGHTS

Partial payments made under this Contract by the Owner are not evidence of the proper performance by the Contractor either in whole or in part, and no payment made by the Owner shall be construed to be an acceptance of defective or improper work. No act of the Owner or the Engineer or the representative of either of them in superintending or directing the Work, no

failure to disapprove or reject any material used in the Work, and no extension of time for the completion of the Work shall be construed as acceptance of the Work either in whole or in part. Acceptance of the work by the Owner shall occur only upon Final Payment by the Owner.

15. TERMINATION FOR BREACH OF NON-PERFORMANCE

If the Contractor fails to perform the Work promptly and diligently, or if the Contractor breaches the Contract in any other way, the Owner may:

- a. after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the Work is performed promptly and diligently. The Owner may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the Contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the Work.

In case of termination of the Contract by the Owner pursuant to this paragraph, the Contractor shall not be entitled to receive any further payment from the Owner until Completion of the Work has occurred. After completion of the Work, the Owner shall pay to the Contractor the amount of the unpaid balance due to the contractor at the time the Contract was terminated minus the cost incurred by the Owner to complete the Work. If the cost incurred by the Owner to complete the Work exceeds the unpaid balance due to the Contractor, the contractor shall be due no money from the Owner and, instead, the Contractor shall pay to the Owner the difference between the unpaid balance due and the Owner's cost to complete the Work.

16. WAIVER OF ONE BREACH NOT WAIVER OF OTHERS

No waiver by the Owner or its agents or employees of any breach of this Contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the Contract by the Contractor. All remedies provided by this Contract are cumulative, and in addition to each and every other remedy under the law.

17. CHANGE ORDERS:

Change Orders must be approved by the Owner prior to work being performed.

NEW FOODSERVICE EQUIPMENT, FURNITURE & DECOR  
CHESTERFIELD COUNTY SCHOOLS  
CHESTERFIELD, VIRGINIA

SECTION 001 - FOOD SERVICE EQUIPMENT

1.0 SCOPE OF WORK

- A. The work under this section comprises the furnishing and installation of food service equipment, furniture and decor items as shown on the drawings and herein specified or otherwise noted. Electrical, plumbing and other work as made necessary by the modifications herein shall be done by licensed tradespeople supplied by Kitchen Equipment Contractor. The scope of each individual project is detailed further in the item specifications below.
  - 1. Coordination of work. It is imperative in order to facilitate a smooth installation that the KEC closely coordinate his work with Food & Nutrition Services with Chesterfield County Public Schools. Such coordination should include scheduling of installation to insure that any trades and installation personnel will not interfere with the normal operation and feeding schedules in each school where work is to be performed and that jobsite will be ready to accept the food service equipment and decor as indicated in Contract Documents.
  - 2. The scope of this project shall consist of providing food service equipment, furniture and decor packages consisting of furniture, equipment and decor items to (5) separate schools including delivery and set in place as described in specifications below.

1.1 GENERAL

- A. Submittals: Product Data for each type of food service equipment indicated and the following:
  - 1. Coordination drawings: For locations of food service equipment and service-utility locations and characteristics. Key equipment with item numbers and descriptions indicated in Contract Documents.
  - 2. Maintenance Data: Operation, maintenance and parts data for food service equipment. Include manufacturer's authorized service agencies' addresses and telephone numbers.
- B. NSF Standards: Comply with applicable NSF International (NSF) standards and criteria and provide NSF Certification Mark on each equipment item.
- C. All lighting and electrical products installed shall be UL listed.

1.2 PRODUCTS

- A. Food Service Equipment Schedule: Equipment items are specified in the Food Service Equipment Schedule located at the end of this Section.
- B. Sealant: ASTM C 920; Type S, Grade NS, Class 25, Use NT. Provide elastomeric sealant NSF certified for end-use application indicated. Provide sealant that, when cured and washed meets requirements of Food and Drug Administration's 21 CFR, Section 177.2600 for use in areas that come in contact with food.
- C. All equipment must be new, of the latest model, complete with all motors, drivers, controls and ready for final connections.

- D. All decor materials shall comply with all state, local and federal codes. All painted surfaces shall be covered with a final code of transparent sealant for protection.

### 1.3 EXECUTION

- A. Examine roughing-in for piping, mechanical and electrical systems to verify actual locations of connections before installation.
- B. Install food service equipment level and plumb, according to manufacturer's written instructions and referenced standards.
- C. Install equipment with access and maintenance clearances according to manufacturer's written instructions and requirements of authorities having jurisdiction.
- D. Provide cutouts in equipment, neatly formed, with grommets around edges of holes to prevent damage to power, computer lines & cables where required to run service lines through equipment to make final connections.
- E. Except for mobile and adjustable-leg equipment, securely anchor and attach items and accessories to walls, floors, or bases with stainless-steel fasteners, unless otherwise indicated.
- F. Install sealant in joints between equipment and abutting surfaces with continuous joint backing, unless otherwise indicated. Provide airtight, watertight, vermin-proof, sanitary joints.
- G. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, that ensure food service equipment is without damage or deterioration at time of Substantial Completion.
- H. All surfaces to be painted must be cleaned thoroughly to remove grease and dirt and will be sealed with a clear sealant after painting. Prepare all painted surfaces by applying Kilz or similar primer where necessary.
- I. All flooring specified herein is manufactured by Lonseal, Inc., 928 East 238th St., Carson, CA. 90745 and shall be installed by Cavalier Flooring Systems. All Lonseal floors shall have heat welded seams, corners coved up walls and curbs to height of 4". All floor sinks and drains shall have flooring product edges turned down into sink or drain and secured with stainless steel or other non corrosive drain hubs and/or hardware. Drain hardware to be installed by plumber (provided by KEC). Floors to receive proper cleaning, sealing and leveling prior to installation to ensure a tight bond. Contact Randy Basso, Cavalier Flooring Systems, Richmond, VA (804) 254-7700.

### 1.4 RESPONSIBILITIES OF KITCHEN EQUIPMENT CONTRACTOR

Kitchen Equipment Contractor To Provide Licensed Electrical Contractor who shall:

- A. Furnish and install all rough-in wiring for food service equipment, including convenience receptacles at walls.
- B. Disconnect and re-connect as required, items required to be moved in accordance with the scope of work.

- C. Furnish and install all required disconnect switches between rough-in points and connection points on equipment.
- D. Be responsible for all rough-in and final connection of all equipment. Provide final connections and cord sets (where not provided) between appliances and rough-in positions.
- E. Where not specified by equipment manufacturer, electrical contractor is responsible for outlet, fused disconnects, cord sets (where not provided), and final connections of equipment.
- F. Furnishing and installing all switches (except disconnect switches other than those which may be called for by item specification), contractors, combination starters with fused disconnect, controls, etc., necessary for the proper and safe operation of the equipment.

#### 1.5 QUALIFICATION OF CONTRACTOR

- A. The Kitchen Equipment Contractor (herein described as KEC) must show evidence of performing contracts of this type and scope with personnel to install, service and maintain equipment of this type under the terms of these specifications and warranty.

#### 1.6 COORDINATION OF WORK

- A. Because of the complex nature of the work to be performed it will be necessary for all prospective bidders to visit each jobsite prior to submitting their bid in order to familiarize themselves with the nature of the work to be done. Access to the schools can be arranged by contacting Warren Grigg, Food & Nutrition Services at (804) 743-3719.
- B. Successful bidder to arrange a meeting with electrical contractor, food service director, fabricator, painting, flooring and other trades within 15 working days of contract award to discuss projects, timetable of work and verify all dimensions and conditions at each job site.

#### 1.7 SUBSTITUTIONS

- A. Unless otherwise noted in individual item specifications, no substitutions of brands or fabricators of equipment, decor items, paint or floor materials will be allowed other than those specified.
- B. Bidders who wish to offer products for evaluation and use on future bids shall contact Warren Grigg, Director of Food and Nutrition Services, Chesterfield County School Board at (804) 743-3717.

END OF SECTION 001



## SECTION 002 - SPECIFICATIONS

### **Chester Middle School**

- A. Provide and install Lonseal No. 503 Sapphire flooring in future faculty lounge area adjacent to kitchen. Remove all railing in area. Install 4" wide wainscoting at a height of 3'-6" AFF. Cover area below wainscoting with #5161 Brilliant Blue Tretford Carpet. Paint area above wainscoting Sherwin-Williams 1004 Pure White. Wainscoting to be SW 1007 Black Tie. Paint inside of door frames and doors SW1007 Black Tie. Paint to be High Gloss Finish.
- B. Provide 28 Ea. Chairs MTS Model 944 with Grp 6 355-IND Vinyl Seat & Black Frame.
- C. Provide 6 Ea. MTS Model 200 36" X 36" Square Table Top in Nevamar Storm Gray Matrix w/black rubber edge molding.
- D. Provide 6 Ea MTS Model CI 30-3LS Table Base in Black Wrinkle Finish.
- E. Remove ceiling tile, lights & grid in kitchen, office & storeroom. Replace with 2'X2' White vinyl faced tile & new white grid. Install new 2X2 recessed fluorescent light fixtures in areas with coverage to equal or exceed present lighting capacity in kitchen. Include all electrical work.
- F. Provide & install (6) pieces of poster art framed in black. Poster art to depict food and/or food service and should be abstract in nature. Size of posters to be 24" X 36".
- G. Replace existing ceiling tiles in new faculty lounge with new white acoustical tile. Clean existing grid.

### **Carver Middle School**

- A. Remove and replace (2) 60" Sneeze protectors with heat lamps with (2) 60" Sneeze protectors per DRAWING 1.1 (see page #24). Sneeze protectors shall be self serve and constructed from 100% #304 stainless steel. Front of guards to contain 3/8" tempered glass and shall have side panels. Each unit shall contain (1) Hatco Model UGAL 48 Heat Unit w/lights. Installation shall include removal of existing guards, installation of new guards including wiring and hookups.

### **Hening Elementary School**

- A. Provide and install (8) white pendant lights over existing counterwork in servery. Light Fixtures are Progress Model # P5069-30.
- B. Fir out and cover walls in servery to height existing tile with plastic laminate. Form chair rail at top of newly firred out area and provide corner protection at all outside corners. Chair rail and corner protectors to be constructed of natural stained beech or oak. Paint area above chair rail a high gloss SW 1677 Lemon Wedge. Paint door frames high gloss black tie SW 1007. Plastic laminate color to be Nevamar Jett Black Crystal.
- C. Provide (4) pieces of custom artwork of school mascot peeking out from around corners. Samples of artwork must be submitted to and approved by Child Nutrition Director. Manufactured By: Joel Morris Studios Charlotte, NC (704) 334-4670.

- D. Provide (2) 24" X 36" chalkboards framed to match chair rail mounted behind each serving counter. Also provide (2) 48" X 30" bulletin boards to be attached to walls in front of counters.
- E. Install new Lonseal No 505 Jade flooring in kitchen, which includes disconnecting, and relocating kitchen equipment as required, and reinstalling equipment at completion of project.
- F. Replace kitchen door with painted steel casement door with wide angle door viewer installed. Install door chime for back door. Paint new back door SW 1007.
- G. Provide (2) 30" wide X 48" long custom fabricated stainless steel tables tops to be constructed of 14 ga., type #304 stainless steel. Table to have 1.75" OD stainless steel legs and stainless undershelf. Each table to contain (1) 20" X 20" stainless steel drawer with stainless pan.
- H. Provide (2) Lakeside Model 459 Utility Carts.
- I. Re-laminate Existing Counter Fronts - Nevamar Jett Black Crystal.

### **Chalkley Elementary School**

- A. Install new Lonseal No 502 Sapphire flooring in kitchen, serving area and pantry which includes disconnecting, and relocating kitchen equipment as required, and reinstalling equipment at completion of project.
- B. Paint kitchen walls with Sherwin Williams SW 1004 Pure White in High Gloss Enamel.
- C. Provide rubber corner protectors on all outside corners in kitchen as well as a rubber bumper rail attached to outside front of office wall in kitchen wall at 42" AFF.
- D. In serving area paint 1" stripes on wall behind counter above tile to match the (4) colored stripes in the lexan graphics on front wall.

### **Grange Hall Elementary**

- A. Demo and remove light green wall tile in kitchen area. Apply new tile to height of 5'-0" AFF and sheetrock from 5' to ceiling height in kitchen area only. Do not do any work in dishroom. Include any plumbing or electrical work needed to facilitate change out of tile. Paint sheetrock portion of new wall surface SW 1007 Pure White. Tile to be 12" X 12" Daltile #3107 Orleans Moss w/color matched grout. Apply white edge molding at top of tile where sheetrock begins.

END OF SECTION 002

BID FORM

**BASIS OF AWARD:** The award of this bid shall be on a Total Bid basis. The award shall be made to a single bidder.

To: Chesterfield County

For: Furnishing labor and materials necessary to complete renovations as described in bid documents and drawings at the following locations:

Proposal A	Chester Middle School	\$
Proposal B	Carver Middle School	\$
Proposal C	Hening Elementary School	\$
Proposal D	Chalkley Elementary School	\$
Proposal E	Grange Hall Elementary School	\$
	<b>TOTAL BID</b> (Items A-E)	\$

The undersigned Bidder has carefully examined the site of work, General Terms Conditions and Instructions, Special Bid Conditions, Supplementary General Conditions, Drawings and Technical Specifications, for the completion of the above named project, and in compliance with the Advertisement dated June 23, 2004, will provide all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material called for by said Specifications, in the manner prescribed therein, and will complete the Contract within \_\_\_\_\_ consecutive calendar days.

**ADDENDUM INFORMATION (If Applicable)**

Receipt of the addendum listed below is acknowledged and the proposals incorporate all requirements of this addendum:

\_\_\_\_\_ Dated \_\_\_\_\_

Accompanying this Bid is a Bid Bond/Certified/Cashier's Check in the amount of \_\_\_\_\_ payable to Treasurer, Chesterfield County, Virginia, which is to be forfeited to the extent necessary to make up the difference between the Bid and the second low bid, if the undersigned shall fail to execute the Contract and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the Owner any losses in excess of the bond or guarantee.

The undersigned Bidder agrees to begin the work not later than **ten (10)** calendar days after the date specified in the Notice to Proceed and to prosecute the work in such manner as to complete it within the time limit as set forth above.

If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

**CONTRACTOR REGISTRATION**

If a contract for construction, removal, repair or improvement of a building or other real property is for Seventy Thousand Dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a Bidder within any twelve-month period is Five Hundred Thousand Dollars (\$500,000) or more, the Bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for Seventy-five Hundred Dollars (\$7,500) or more (One Thousand Dollars [\$1,000] for electrical, plumbing and HVAC work) but less than Seventy Thousand Dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for One Thousand Dollars (\$1,000) or more but less than Seventy-five Hundred Dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No. \_\_\_\_\_

Licensed Class B Virginia Contractor No \_\_\_\_\_

Licensed Class C Virginia Contractor No. \_\_\_\_\_

Specialty: \_\_\_\_\_

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are \_\_\_\_\_

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. \_\_\_\_\_

All prices shall be F.O.B.: School Locations Shown Within Bid Document. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #04-3147-9003 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone (\_\_\_\_)** \_\_\_\_\_ **Fax (\_\_\_\_)** \_\_\_\_\_

**We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

<b>Minority Business Enterprise:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Woman-Owned Business:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Chesterfield Business:</b>	<b>Yes</b> _____	<b>No</b> _____

**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

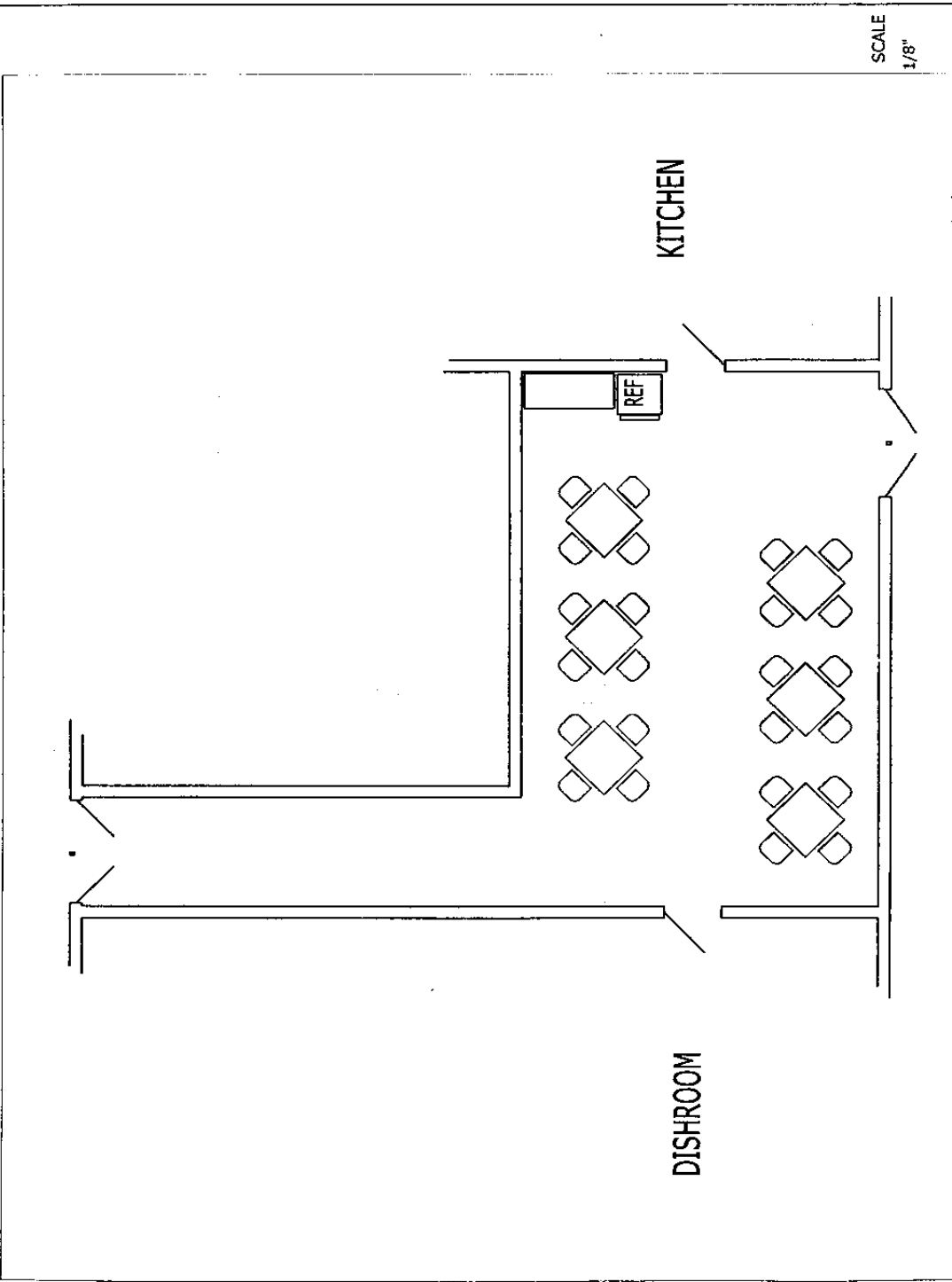
Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ years      \_\_\_\_\_ months

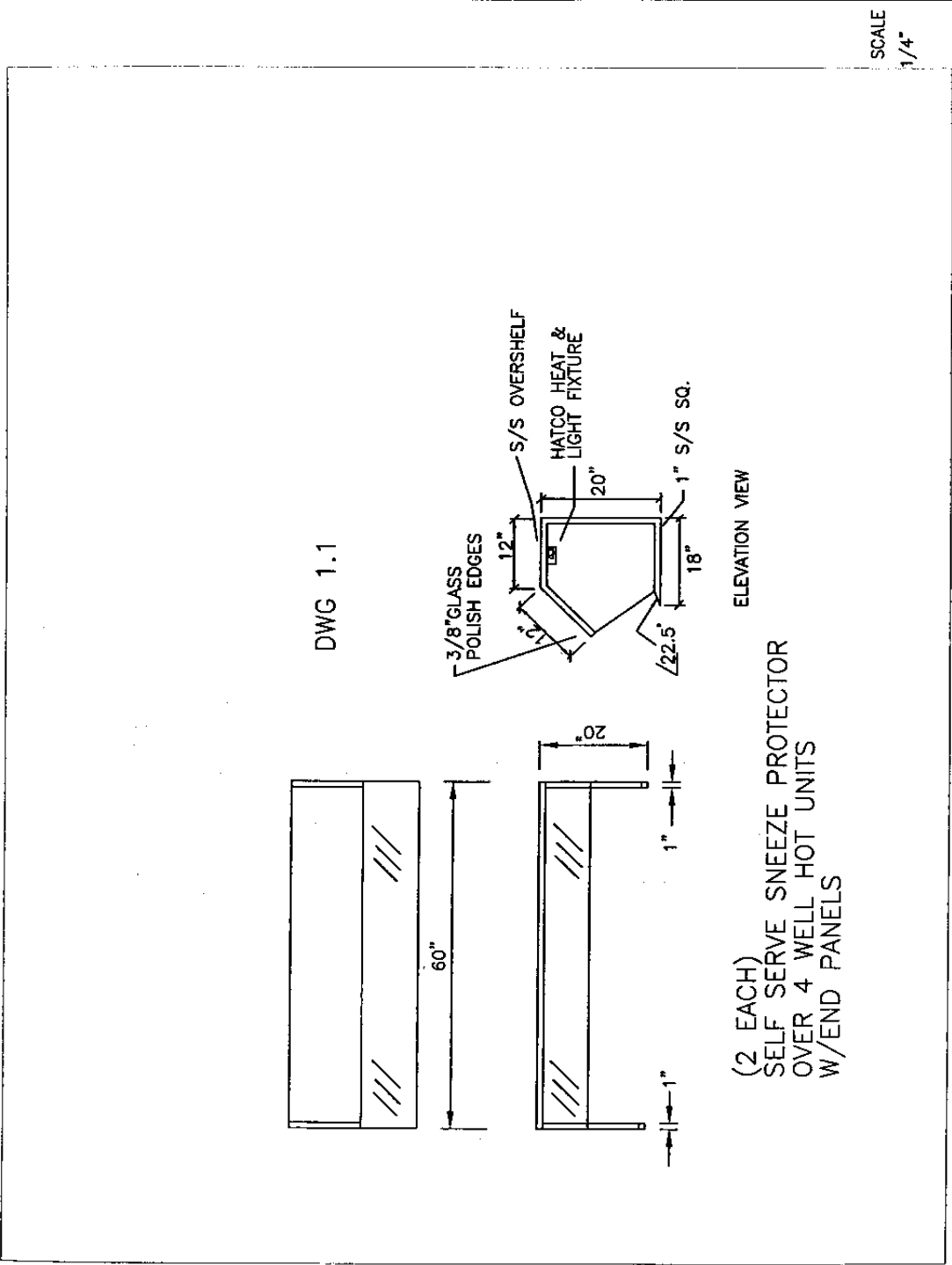
Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1.
2.
3.



PROJECT NAME  
CHESTER MIDDLE SCHOOL  
FACULTY LOUNGE



PROJECT NAME  
NEW SNEEZE GUARDS FOR  
CARVER MIDDLE SCHOOL